



STEVE COOLEY
LOS ANGELES COUNTY DISTRICT ATTORNEY

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September 2, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZE THE LOS ANGELES COUNTY DISTRICT ATTORNEY (LADA) TO
ENTER INTO AFFILIATION AGREEMENTS WITH COMMUNITY COLLEGE
DISTRICTS FOR CONTINUING EDUCATIONAL COURSES
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

The LADA provides ongoing educational and professional training programs for its personnel, other County employees, and outside law enforcement personnel. The LADA desires to affiliate with community college districts in order to have such educational programs approved for college credits. These Agreements will allow continued education of law enforcement personnel through accredited, educational institutions while allowing for split credit apportionment revenue received per participant for administering these programs not to exceed \$100,000 per agreement.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the District Attorney to sign and enter into Affiliation Agreements, substantially similar to Exhibit A, Sample Agreement, on behalf of the County of Los Angeles, with community college districts to provide approved LADA educational training courses to law enforcement personnel for college credit for an initial term of five (5) years with five (5) one-year option renewals, for a maximum agreement term not to exceed ten (10) years.
2. Delegate authority to the District Attorney, on behalf of the County of Los Angeles, to accept split credit apportionment revenue received for students enrolled in LADA sponsored courses within the scope of these agreements from

the state, not to exceed \$100,000 per agreement. Revenue apportionment will be stipulated in each Agreement.

3. Authorize the District Attorney or his designee, on behalf of the County of Los Angeles, to serve as Project Director for the educational programs and to sign and approve option renewals and amendments to the Affiliation Agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The LADA is comprised of staff which includes prosecutors and law enforcement personnel. Both prosecutors and law enforcement personnel must participate in continued education and training. In addition, various outside agencies within the criminal justice community require their employees to participate in similar continued education programs.

The LADA provides training programs for its personnel as well as members of other criminal justice agencies. The District Attorney introduced the Criminal Justice Institute (CJI), which was established to serve as a central source for all external training presented by the office. The mission of CJI is to advance public safety by providing quality training opportunities to prosecutors and law enforcement personnel. It is the District Attorney's mission that through CJI, the educational resources within the office will increase knowledge and expertise throughout the criminal justice community and thereby improve public safety. The Criminal Justice Institute is a joint effort of the Bureau of Crime Prevention and Youth Services, the Training Division, and the Law Enforcement Liaisons.

CJI addresses training needs by housing all of LADA's external programs under one roof. CJI is dedicated to facilitating programs and supporting trainers in the planning process to produce premier educational events. CJI staff is identifying trainers throughout the office to develop classes, under the banner of CJI, that address the increasingly complex nature of many law enforcement and prosecutorial cases. By delegating authority to the District Attorney to enter into affiliation agreements with various community college districts to provide approved educational training courses for college credit, the courses falling under CJI will qualify the participants to receive college credit.

Two of the District Attorney's largest events forming part of CJI are the Seventh Annual DNA Awareness Educational Forum and the Annual Elder Abuse Symposium.

Implementation of Strategic Plan Goals

The Educational Courses Affiliation Agreements support the County's Strategic Plan Goal No. 5, Children and Families' Well-Being, and Goal No. 8, Public Safety, by improving public safety through increased knowledge and expertise throughout the criminal justice community. Delegated authority to accept credit apportionment revenue received for the participants in the educational program supports the County's Strategic Plan Goal No. 4, Fiscal Responsibility, by obtaining an outside revenue source to offset program costs.

FISCAL IMPACT/FINANCING

The agreements authorized by this action will not require appropriation increases as spending authority will have been approved by the Board through the normal budget process for LADA educational programs. There is no net County cost to these agreements.

Each individual agreement will not exceed revenue of \$100,000. The LADA will immediately notify the Board if an agreement is expected to exceed this amount.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The LADA frequently hosts continued education and training programs for LADA personnel as well as outside participants. The participants would be eligible, through the delegated authority to execute these agreements, to receive college credits for completed courses, as well as LADA receiving split funds for hosting/providing these courses.

The individual agreements will be limited to accepting revenue up to \$100,000 per agreement. Upon completion of the initial term, each agreement will be renewable from year-to-year for a maximum of five (5) option years, by written agreement between the community college district and the District Attorney, and covers the understandings between the parties. Each Affiliation Agreement, and any amendments thereto, entered into under the authority requested in this Letter will be reviewed by County Counsel prior to entering into the agreement. While the provisions of each agreement will likely vary depending on the district, these agreements are generally routine and similar in nature. Should we determine, after consultation with County Counsel, that the provisions of a particular agreement are unusual or potentially problematic, we will present that specific agreement to your Board for consideration and approval.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services. These agreements would provide revenue which lessens the impact on the County general fund, and provides opportunities for the LADA to enhance the fight on crime through increased knowledge and expertise throughout the criminal justice community. This program does not propose attorney staff augmentation; therefore, the District Attorney's Office is not subject to the Board Motion of December 15, 1998, requiring clearance with the Alternate Public Defender, Public Defender, and Sheriff's Departments.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two copies of the adopted Board Letter to Ms. Susy Orellana, Grants Section, County of Los Angeles District Attorney's Office, 201 N. Figueroa Street, Suite 1300, California 90012. Any questions may be directed to Ms. Orellana at (213) 202-7654.

Respectfully submitted,

A handwritten signature in blue ink that reads "Maury Matamb for Steve Cooley".

STEVE COOLEY
District Attorney

lso:al

c: Chief Executive Office
County Counsel

SAMPLE
AFFILIATION AGREEMENT REGARDING EDUCATIONAL COURSES
BETWEEN
THE LOS ANGELES COUNTY DISTRICT ATTORNEY
AND
_____ COMMUNITY COLLEGE DISTRICT

AGREEMENT NUMBER _____

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AGREEMENT No _____

BETWEEN

THE COUNTY OF LOS ANGELES

AND

_____ COMMUNITY COLLEGE DISTRICT

AFFILIATION AGREEMENT REGARDING EDUCATIONAL COURSES

THIS AGREEMENT (the "Agreement") is made and entered into this

_____ day of _____, 200____,

by and between the COUNTY of Los Angeles, (hereinafter referred to as "COUNTY"); the Los Angeles County District Attorney's Office, (hereinafter referred to as "LADA"); and _____ Community College District (hereinafter referred to as the "DISTRICT") to provide DISTRICT approved educational courses through the LADA Criminal Justice Institute (CJI).

WHEREAS, the COUNTY conducts external law enforcement training programs through its CJI; and

WHEREAS, the COUNTY desires to affiliate with the DISTRICT in order to have such educational training courses approved for college credits through the DISTRICT; and

WHEREAS, the DISTRICT is an accredited, educational institution empowered to grant college credits for educational training courses.

NOW, THEREFORE, the parties hereto, for the mutual covenants set forth below, agree as follows:

AGREEMENT

Summary of Agreement

The COUNTY provides ongoing educational and professional training programs for its personnel, other County employees, and outside law enforcement personnel. The COUNTY, via this affiliation agreement, will have such educational programs approved for college credits via the District. This Agreement will allow continued education of personnel through accredited, educational institutions while allowing for split credit apportionment revenue received per participant for administering these programs

1. RESPONSIBILITIES OF DISTRICT

- A. The DISTRICT shall offer, at the location specified by the COUNTY, mutually agreed upon and approved educational courses to meet the needs of the District Attorney's CJI.
- B. The DISTRICT shall routinely review the qualifications of the training instructors, referred to as "Training Coordinators" and evaluate the quality of instruction and instructional materials to ensure that they meet the needs of the students and the accreditation requirements of the DISTRICT.
- C. The DISTRICT shall assist the LADA in student registration procedures, associated paperwork, and other support services to adequately manage the LADA course curriculum.
- D. The DISTRICT shall provide equipment assistance, materials and other support, including but not limited to refurbished personal computers, projectors, screens, and white boards.
- E. The DISTRICT shall provide the use of its facilities, free of charge, for use by the COUNTY on an as-needed, space available basis for CJI programs. To the extent possible, the DISTRICT shall provide use of said facilities during normal business hours.
- F. For all classes that occur on DISTRICT property, DISTRICT will ensure that its facilities meet all applicable federal, state and local health and safety regulations, and that DISTRICT's facilities and equipment are adequate and suitable for the courses offered and the number of students in attendance.

2. RESPONSIBILITIES OF COUNTY

- A. The LADA shall develop the curriculum and instructional materials and provide the staff (LADA trainers/instructors or designees) for each educational course.

- B. The LADA shall provide support staff, equipment, materials, day-to-day management support, on-site supervision and other related services necessary to conduct the educational course offered under the Agreement.
- C. The LADA shall designate one or more members of the LADA training staff, Training Coordinators, who will have the responsibility of ensuring that the instructional aspects of this Agreement are in compliance with the statutory requirements for educational training courses offered pursuant to affiliation agreements such as this Agreement.
- D. The LADA shall provide the DISTRICT with all educational course information necessary for the DISTRICT to determine if a specific course meets the requirements for college credits, and is thus approved by the DISTRICT as a course to be offered under this Agreement. Such information shall be provided to the DISTRICT as soon as practicable prior to commencement of each fiscal year, or as soon as the information is available if the course is developed after commencement of the fiscal year and at least fifteen (15) days prior to commencement of the course.
- E. The LADA shall provide the DISTRICT with all necessary application, enrollment and grade information for students enrolled in the training program. This information shall be provided to the DISTRICT no later than ten (10) working days from the closing date of each class session submitted for reimbursement under this Agreement.
- F. The LADA shall use payments received for support services, as specified in Section 5 below, for educational and training related expenditures as they pertain to the District Attorney's Training Program. The LADA shall have the discretion of how the support is directed.

3. JOINT RESPONSIBILITIES

- A. The LADA and the DISTRICT shall each work in good faith to implement this Agreement and shall use best *efforts* to resolve any disputes informally.
- B. The DISTRICT shall notify the LADA in writing of whether a course meets the requirements for course credits and will be processed by the DISTRICT as a course to be offered for college credit under this Agreement. The LADA shall provide the DISTRICT with the course information at least fifteen (15) working days prior to commencement of the course in order to ensure requirements for course credits are met. The DISTRICT shall provide written notice within ten (10) working days of receipt of the course information provided by the LADA under Section 2.D., above.

- C. The LADA shall coordinate with the DISTRICT to ensure that all personnel, equipment, and materials used in carrying out the parties' responsibilities under this Agreement conform to State of California mandated standards governing instructional programs for community colleges.
- D. The COUNTY and the DISTRICT shall conduct all aspects of this Agreement in accordance with all applicable sections of Title 5 of the California Code of Regulations, including but not limited to Sections 51006, 53410, 55002, 55005, 55230-55232, 55805.5, 58051c-g, 58051.5, 58055, 58056, 58058(b), 58100-58106, Education Code Section 78015 and guidelines for institutional service agreements between college districts and public agencies as published by the Chancellor's Office of the California Community Colleges.
- E. The parties agree that the COUNTY and/or any employee of the COUNTY shall not be considered as an agent or employee of the DISTRICT. Similarly, the DISTRICT and/or any employee of the DISTRICT will not be considered as an agent or employee of the COUNTY. Each party shall be solely responsible for the salaries and other benefits, including workers compensation insurance, for its personnel

4. RATE OF PAYMENT FOR SERVICES

- A. In consideration for the materials and equipment provided and support services rendered, the DISTRICT shall pay to LADA a fee based on the number of personnel trained. The fee shall provide a gross amount to reimburse the LADA for direct and indirect costs associated with the training offered under this Agreement. Such fee shall be calculated to provide reimbursement to the LADA for direct costs that shall be:

Fee to be determined upon execution of this Agreement.

The fee rates to be paid to the LADA as specified above are based on the funding rate per contact hour applicable to the DISTRICT for the current Fiscal Year net after all enrollment fees are deducted. If the LADA exercises its option to extend the term of this Agreement beyond the initial five-year period, pursuant to Section 8 below, the fee to be paid by the DISTRICT to the LADA shall be reviewed by the parties and any mutually agreed upon adjustments to the rate shall be incorporated into the amendment to this Agreement extending the term of the Agreement.

- B. It is understood by the DISTRICT and the COUNTY that should the DISTRICT be in an "over cap" or "unfunded growth" situation wherein the DISTRICT is generating more student enrollments than the California Community College funding formula will provide revenue for, the DISTRICT and the COUNTY shall work in good faith to make necessary adjustments to the payment for services provisions of this Agreement. Specifically, the

DISTRICT may reduce the number of student contact hours upon which it pays the above-defined fee in direct proportion to the reduction in revenue the DISTRICT experiences as a result of an "over cap" or "unfunded growth" condition.

- C. The DISTRICT shall inform the LADA within five (5) days of when the DISTRICT has reached eighty percent (80%) of the enrollment levels that would lead to an "over cap" or "unfunded growth" situation.

5. METHOD OF PAYMENT

- A. All payments by the DISTRICT to the LADA under this Agreement shall be subject to verification by the Chancellor's Office of the California Community Colleges and other appropriate State of California agencies and District Attorney's audit entities. Classes offered under this Agreement, which do not meet State requirements or DISTRICT policy shall not be considered when computing the payment under this Agreement. Payment for services will be limited to courses that qualify for college credit, as determined by the DISTRICT, pursuant to Section 3.B, above.
- B. The DISTRICT shall pay the County (2) payments for each fiscal year (each fiscal year begins on July 1 and ends on June 30), as specified below.

i. Annual Initial Payment

- a. On or before January 30 of each year, the LADA shall submit to the DISTRICT an invoice for the estimated payment due based on District Attorney's records of the number of student contact hours for courses taught during the immediately preceding months of July through December.
- b. The DISTRICT shall make an annual initial payment to the LADA within thirty (30) days of receipt of the LADA invoice, based on the DISTRICT's records of the number of student contact hours for courses taught during the immediately preceding months of July through December.
- c. The DISTRICT shall transmit the annual initial payment along with a written report that provides specific details explaining the calculation of the annual initial payment being made and explaining any variation between the estimated amount due that was provided by the LADA and the amount actually being paid by the DISTRICT. The DISTRICT shall also provide the LADA with source data and associated developmental documentation that support the number of courses taught, the number of student taught, the number of student contact hours, applicable student fees, the calculation of

the annual initial payment being made, and any variation between the estimated amount due that was provided by the LADA and the amount actually being paid by the DISTRICT.

ii. Annual Final Payment

- a. On or before July 15 of each year, the LADA shall submit to the DISTRICT an invoice for the estimated payment due based on the County's records of the number of student contact hours for courses taught during the immediately preceding months of January through June.
- b. The DISTRICT shall make an annual final payment within thirty (30) days of receipt of the County's invoice, based on the DISTRICT's records of the number of student contact hours for courses taught during the immediately preceding months of January through June, and any applicable adjustments made pursuant to Section ii.a above.
- c. The DISTRICT shall transmit the annual final payment along with a written report that provides the specific details explaining the calculation of the annual final payment being made, including any adjustments made pursuant to Section ii.b, above, and explaining any variation between the estimated amount due that was provided by the LADA and the amount actually being paid by the DISTRICT. The DISTRICT shall also provide the LADA with source data and associated developmental documentation that support the number of courses taught, the number of students taught, the number of student contact hours, applicable student fees, the calculation of the final yearly payment being made, including all adjustments made pursuant to Section ii.b above, and any variation between the estimated amount due that was provided by the LADA and the amount actually being paid by the DISTRICT.

6. INDEMNIFICATION AND INSURANCE

- A. Indemnification: DISTRICT shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the District's acts and/or omissions arising from and/or relating to this Agreement.
- B. General Insurance Requirements: Without limiting the DISTRICT'S indemnification of COUNTY, and during the term of this Agreement,

DISTRICT shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contribution with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at DISTRICTS own expense.

- i. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the District Attorney's Office, 201 North Figueroa Street, Suite 1300, Los Angeles, California, 90012 Attention: Grants Section, prior to commencing services under this Agreement.

C. Notification of Incidents, Claims or Suits: DISTRICT shall report to COUNTY:

- i. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the DISTRICT and/or COUNTY.
- ii. Any third party claim or lawsuit filed against DISTRICT arising from or related to services performed by DISTRICT under this Agreement.
- iii. Any injury to DISTRICT employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to the LADA Training Coordinator.
- iv. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to DISTRICT under the terms of this Agreement. Such certificates or other evidence shall specifically identify this Agreement and clearly evidence all coverages required in this Agreement.

7. VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

8. TERM OF AGREEMENT, EXTENSIONS AND TERMINATION

- A. This Agreement shall commence on the date of execution and shall terminate five (5) years thereafter, and may be extended for additional periods of one year or portion thereof, for a maximum of five (5) additional years, upon mutual agreement in writing between the parties. The County of Los Angeles District Attorney is authorized to exercise such options to extend the term of the Agreement on behalf of the COUNTY.

- B. Notwithstanding the foregoing, this Agreement may be terminated by either party at anytime, with or without cause, upon written notice given to the other party at least one hundred twenty (120) days prior to the date specified for such termination. In the event of such termination, each party shall fully pay and assign college credit in favor of the other party accruing prior to the date of such termination.

9. AUTHORITY OF THE COUNTY

- A. The LADA shall have full authority to administer this Agreement on behalf of the COUNTY. This includes, but is not limited to, the right to terminate, amend, renew, extend, modify or alter specific terms in accordance with the terms of this Agreement.
- B. The COUNTY shall have full access and authority to audit all pertinent records of the DISTRICT concerning this Agreement. To such end, the DISTRICT shall provide the COUNTY access to said records within forty-eight (48) hours of written notice by the COUNTY, and the DISTRICT shall cooperate fully to facilitate COUNTY audits.

10. NOTICES

Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

DISTRICT: President
 _____ Community College District

With copies to:

Office of Instruction
 _____ Community College

COUNTY: District Attorney's Office
 County of Los Angeles
 Attention: _____
 210 W. Temple Street, Room 18000
 Los Angeles, California 90012-3210

11. WAIVER

No waiver of any breach of this Agreement by either party shall constitute a waiver of any other breach of this Agreement including a subsequent breach of the same provision.

12. GOVERNING LAWS

This Agreement shall be interpreted according to the laws of the State of California.

13. NONDISCRIMINATION IN EMPLOYMENT AND SERVICES

Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, national origin, ancestry, sex, age, physical or mental handicap, in accordance with all applicable requirements of Federal and State law.

14. CONFIDENTIALITY

District agrees to maintain the confidentiality of all participant records and information obtained by it hereunder. District further agrees to inform each student and instructor participating in a training program hereunder of the provisions of such confidentiality laws.

15. COUNTY LOBBYIST

DISTRICT and each County lobbyist or County lobbying firm as defined in the Los Angeles County Code Section 2.160.010, retained by DISTRICT, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of the DISTRICT, any county lobbyist, or County lobbying firm retained by DISTRICT to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

16. PURCHASING RECYCLED-CONTENT BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled content bond paper to the maximum extent possible on the project.

17. DISTRICT'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

DISTRICT acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through COUNTY

agreements are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting DISTRICT'S duty under this Agreement to comply with all applicable provisions of law, DISTRICT warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders of Child Support Services Department (CSSD) Notices of Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

18. DISTRICTS ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The DISTRICT acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby law. The DISTRICT understands that it is the COUNTY'S policy to encourage all County affiliates to voluntarily post COUNTY'S "Safely Surrendered Baby law" poster in a prominent position of DISTRICTS place of business. The County's Department of Children and Family Services will supply DISTRICT with the posters to be used.

19. ACCREDITATION AND STATE APPROVAL

District's programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to COUNTY. Such programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination.

20. ALTERATION OF TERMS

This writing and any amendments thereto, constitute the entire agreement between the parties. This Agreement may not be altered or modified except by the express written consent of both the LADA and DISTRICT. Each party acknowledges there are no other provisions or representations that have not been incorporated into this Agreement. No addition to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of a written amendment to this Agreement which formally approved and executed by the parties.

IN WITNESS WHEREOF, the Board of Trustees of the _____ Community College District has caused the Agreement to be subscribed by its Chairperson and the seal of said Board to be hereto affixed and attested by the Executive Officer thereof, and District Attorney has caused the same to be subscribed in its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

_____ **COMMUNITY COLLEGE**

By _____

By _____

STEVE COOLEY
District Attorney

Date _____

Date _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR, COUNTY COUNSEL

By _____

Date _____